

ORIGINAL

BUSINESS DISCOUNT PLAN, INC.

A.C.C. Tariff No. 1
Title Page, Original

Interexchange Service Tariff

RESALE TARIFF OF
BUSINESS DISCOUNT PLAN, INC.

This tariff contains the rules, regulations, descriptions, and rates applicable to the furnishing of Intrastate Resale Common Carrier **Communications** offered by Business Discount Plan, Inc. between points within Arizona.

APPROVED FOR FILING

DECISION #: 63625

ISSUED: May 4, 2001

EFFECTIVE: May 4, 2001

By: T.David Jenkins, President
3780 Kilroy Airport Way, Suite 200
Long Beach, California 90806

DOCKET NO. T-03142A-96-0201

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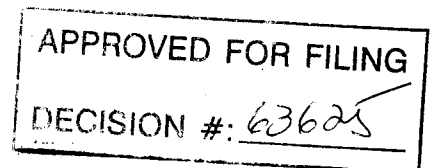
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CHECK SHEET

The Title Page and Pages 1 through 21, inclusive, of this tariff are effective as of the date shown. Original and revised pages, as named **below**, contain all changes from the original **tariff** that are in effect on the date thereon except as otherwise **noted**.

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TARIFF FORMAT

Page Numbering - Page numbers appear in the upper right hand corner of the page. Pages are numbered sequentially. From time to time new pages may be added to the tariff. When a new page is added between existing pages a decimal is added to the **preceding** page.. number. For example, a new page added between Pages 3 and 4 would be numbered 3.1.

Explaaation'of Symbols - When changes are made in any tariff sheet, a revised sheet will be issued canceling the tariff sheet affected. Changes will be identified on the revised page(s) through the use of the following symbols:

- (C) - To signify changed regulation.
- (D) - To signify discontinued rate or regulation.
- (I) - To signify increased rates.
- (M) - To signify material relocated from one page to another without change.
- (N) - To signify new rate, regulation, or text.
- (R) - To signify reduced rate.
- (S) - To signify reissued material.
- (T) - To signify a change in text, but no change in rate or regulation.

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Application of Tariff

This tariff contains the regulations and rates applicable to the furnishing of intrastate resale common carrier communications service by Business Discount Plan, Inc. within the State of Arizona.

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

ACC - Arizona Corporation Commission.

Access Line - An arrangement which connects the **customer's location** to a **Business Discount Plan, Inc.** switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to communicate utilizing the **Carrier's** service.

BDP - Used throughout this tariff to mean Business Discount Plan, Inc. unless clearly indicated otherwise by the text.

Carrier or Company - Whenever used in this tariff, "Carrier," "Company," or "**BDP**" refers to Business Discount Plan, Inc. unless otherwise specified or clearly indicated by the context.

Customer - The person, firm, corporation, or other entity which orders, cancels, amends, **or** uses service and is responsible for **payment** of charges and compliance with the Company's tariff.

Day - Pro.: 8:00 a.m. up to but not including **5:00 p.m.** local time **Monday through Friday.**

Evening - **From 5:00 p.m.** up to but not including 11:00 p.m. local **time Sunday through Friday.**

LEC - **Local** Exchange Company.

Night/Weekend - From **11:00 p.m.** up to but not including 8:00 a.m. Sunday through Friday, and 8:00 a.m. Saturday up to but not including 5:00 p.m. Sunday.

Switched Access Origination - Where originating access between the **customer** and the interexchange carrier is provided-on local exchange company Feature Group circuits.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of Business Discount Plan, Inc.

BDP's services and facilities are furnished for intraLATA and interLATA communications originating at specified points within the State of Arizona under terms of this tariff.

BDP installs, operates, and maintains the communications services provided hereinunder in accordance with the terms and conditions set forth under this tariff. BDP may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities as required in the ACC rules and orders, when authorized by the Customer, to allow connection of a Customer's location to the BDP network. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services and facilities are provided on a monthly basis unless otherwise indicated, and are available twenty-four hours per day, seven days per week.

2.2 Limitations

2.2.1 Service is offered subject to the availability of the necessary facilities and equipment, and subject to the provisions of this tariff.

2.2.2 BDP reserves the right to discontinue or limit service when necessitated by conditions beyond its control, or when the Customer is using service in violation of provisions of this tariff, or in violation of the law.

2.2.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.2 Limitations, cont.

2.2.4 All facilities provided under this tariff are directly controlled by BDP and the Customer may not transfer or assign the use of service or facilities without the express written consent of the Company. Such transfer or assignment shall only apply where there is no interruption of the use or location of the service or facilities.

2.2.5 Prior written permission from the Company is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions of service.

2.3 Use

Services provided under this tariff may be used for any lawful purpose for which the service is technically suited.

2.4 Liabilities of the Company

2.4.1 BDP's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in transmission which occur in the course of furnishing service or facilities, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the faults in transmission occur.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of Company, cont.

2.4.2 The Company shall not be liable for **claim** or loss, expense or damage (including indirect, special or consequential damage), for any interruption, delay, error, omission, or defect in **any** service, facility, or transmission provided under this tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by an act of God, fire, war, civil disturbance, or act of *government, or by any other cause beyond the Company's direct control.

2.4.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer against any claim or loss, expense, or damage (including indirect, special or consequential damage) for defamation, libel, slander, invasion, infringement of copy-right or patent, unauthorized use of any trademark, tradename, or service mark, unfair competition, interference with or misappropriation or violation of **any contract**, proprietary or creative right, or **any other injury** to any person, property or entity arising out of the **material, data**, information, or other content revealed to, transmitted, or used by the Company under this tariff; or for any act or omission of the Customer; or for any personal injury or death of any person caused directly or indirectly by the installation, *maintenance, location, condition, operation, failure, presence, use or removal of equipment or wiring provided by the Company, if not directly caused by negligence of the Company.

2.4.4 No agent or employee of any other carrier shall be deemed to be an agent or employee of the Company.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.4 Liabilities of Company, cont.

- 2.4.5 The Company shall not be liable for any defacement of or damages to the premises of a Customer resulting from the furnishing of service which is not the direct result of the Company's negligence.

2.5 Deposits

The Company does not require a deposit from the Customer.

2.6 Advance Payments

For Customers from whom the Company feels an advance payment is necessary, BDP reserves the right to collect an amount not to exceed one month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month.

2.7 Taxes

All state and local-taxes (i.e., gross receipts tax; sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.8 Terminal Equipment

The Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or Customer-provided communications systems, such as a PBX, key systems or Pay Telephone. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. The Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of the Company's service.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.9 Installation

Service is installed upon mutual agreement between the Customer and the Company. The service **agreement** does not alter rates specified in this tariff.

2.10 Payment for Service

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer or to an Authorized User of the Customer by BDP. All charges due by the Customer are payable to the Company or to any agency duly authorized to receive such payments. The billing-agency may be a local exchange telephone company, interexchange carrier, or other billing service. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the ACC. Any objections to billed charges must be promptly reported to the Company or the Company's billing agent. Adjustments to Customer's bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Customers with billing inquiries or complaints may contact the **Company** at 3780 Kilroy Airport Way, Suite 200, Long Beach, C alifornia 90806, Phone: (800) 723-4490.

2.11 Cancellation by Customer

Customer may cancel service by providing 30 days written notice to the Company.

2.12 Interconnection

Service furnished by **BDP** may be connected with the services or facilities of other **carriers** or enhanced service providers. The Customer is responsible for all charges billed by these entities for use in **connection** with **BDP's** service. Any special interface **equipment** or facilities necessary to achieve compatibility between **these** entities is ~~the responsibility of~~ the Customer.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.13 Refusal or Discontinuance by Company

BDP may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given 15 days written notice to comply with any rule or remedy any deficiency:

- 2.13.1 For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
- 2.13.2 For use of telephone service for any other property or purpose than that described in the application..
- 2.13.3 For neglect or refusal to provide reasonable access to BDP or its agents for the purpose of inspection **and** maintenance of equipment owned by BDP or its agents.
- 2.13.4 For noncompliance with or violation of Commission regulation or **BDP's** rules and regulations on file with the Commission, provided five days' written notice is given before termination.
- 2.13.5 For nonpayment of bills, provided that suspension or termination of service shall not be made without five days **written** notice to the Customer, except in extreme cases.
- 2.13.6 **Without** notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely **affect BDP's** equipment or service to others.
- 2.13.7 **Without** notice in the event of tampering with the equipment or services owned by BDP or its agents.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.13 Refusal or Discontinuance by Company, cont.

2.13.8 Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, BDP may, **before restoring** service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.

2.13.9 Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Carrier from furnishing such services.

2.13.10 For extended periods of inactivity.

2.14 Interruption of Service

Credit allowances for interruptions of service which are not due to the Carrier's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or **communications** systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.4 herein. It shall be the obligation of the Customer to notify Carrier immediately of **any** interruption in service for which **a credit allowance is desired by Customer**. Before giving such notice, Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by **Customer** and connected to Carrier's terminal. Interruptions caused by Customer-provided or Carrier-provided **automatic** dialing equipment are not deemed an interruption of service **as** defined herein **since** the Customer has the option of using **the** long distance network-via local exchange company access.

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SECTION 2 - RULES AND REGULATIONS, CONT.

2.15 Restoration of Service

The use and restoration of service shall be in accordance with the rules and regulations of the ACC.

2.16 Inspection, Testing, and Adjustment

Upon reasonable notice, the facilities provide-d by the Carrier shall be made available to the Carrier for tests and adjustments as may be deemed necessary by the Carrier for maintenance. No interruption allowance will be granted for the time-during which such tests and adjustments are made.

2.17 Tests, Pilots, Promotional Campaigns and Contests

The Carrier may conduct special tests or pilot programs and promotions at its discretion to demonstrate the ease of use, quality of service and to promote the sale of its services. The Carrier may also waive a portion or all processing fees or installation fees for winners of contests and other occasional **promotional** events sponsored or endorsed by the Carrier. From time to time, the Company may waive all processing fees for a Customer.

2.18 Cost of Collection and Repair

The Customer is responsible for any and all costs incurred in the collection of monies due the Carrier including legal and accounting expenses. Customer is also responsible for recovery costs of **Carrier**-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.19 Late Fee

A late fee of 1.5% **monthly** may be charged on any past due balances beginning 30 days from the mailing date of-the bill.

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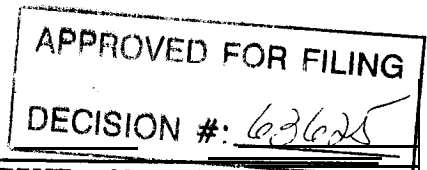
SECTION 2 • RULES AND REGULATIONS, CONT.

2.20 Returned Check charges

A fee of \$15.00, or five percent of the amount of the check, whichever is greater, may be charged for each **check** returned for insufficient funds.

2.21 Reconnection Charge

A reconnection fee of \$25.00 per occurrence may be charged when service is re-established for customers who have been disconnected for non-payment.



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SECTION 3 - DESCRIPTION OF SERVICE

3.1 Timing of Calls

- 3.1.1 Long distance usage charges are based **on the** actual usage of **BDP's** network. The Company will determine that a call has been established by signal from the local telephone company.
- 3.1.2 Minimum billed call duration and billing increments differ from product to product. Product specific information is included in Section 4 of the **Rate** Schedules.
- 3.1.3 Usage is measured and rounded to the next higher billing increment for billing purposes.
- 3.1.4 There is no billing applied for incomplete calls.

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SECTION 3 - DESCRIPTION OF SERVICE, CONT.

3.2 BDP Service

BDP is a resale common carrier providing intrastate **intraLATA** and **interLATA** communications long distance **message** toll telephone service to Customers for their direct transmission and reception of **voice**, data, and other **types** of communications.

Long distance usage charges are based on the actual usage of **BDP's** network. Chargeable time begins when a connection is established between the calling station and the called station. Chargeable **time** ends when either party "hangs up" thereby releasing the network connection. Incomplete calls are not billed.

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SECTION 4 - MAXIMUM RATES

4.1 General

Each Customer is charged individually for each **call** placed through the Carrier.

-- Rates vary by time of day and **call** duration.

Customers are billed based on their use of **BDP's** long distance service.

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SECTION 4 - MAXIMUM RATES, CONT.

4.2 BDP Rate Plan I

This plan is offered to subscribers with call volumes of less than \$200 per month..

<u>MILEAGE</u>	<u>INITIAL</u> 18 SECONDS <u>OR FRACTION</u>	<u>EACH ADD'L</u> 6 SECONDS OR <u>FRACTION</u>	<u>RATE</u> <u>PERIOD</u>
All Mileage Bands	\$0.0940	\$0.0313	DAY
	\$0.0842	\$0.0281	EVENING
	\$0.0842	\$0.0281	NIGHT/WEEKEND

Monthly Access Fee: **\$3.78**

4.3 BDP Rate Plan II

This plan is offered to subscribers with call volumes of more than \$200 per month.

<u>MILEAGE</u>	<u>INITIAL</u> 18 SECONDS <u>OR FRACTION</u>	<u>EACH ADD'L</u> 6 SECONDS OR <u>FRACTION</u>	<u>RATE</u> <u>PERIOD</u>
All Mileage Bands	\$0.0835	\$0.0278	DAY
	\$0.0749	\$0.0250	EVENING
	\$0.0749	\$0.0250	NIGHT/WEEKEND

Monthly Access Fee: **\$3.78**

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SECTION 4 - MAXIMUM RATES, CONT.

4.4 Rate Plan III

This plan is offered to subscribers with call volumes of less than \$200 per month.-

<u>MILEAGE</u>	<u>EACH MINUTE</u>	<u>RATE PERIOD</u>
All Mileage Bands	\$0.3132	DAY
	\$0.2808	EVENING
	\$0.2808	NIGHT/WEEKEND

Monthly Access Fee: \$3.78

4.5 Rate Plan IV

This plan is offered to subscribers with call volumes of more than \$200 per month.

<u>--MILEAGE</u>	<u>EACH MINUTE</u>	<u>RATE PERIOD</u>
All Mileage Bands	\$0.2784	DAY
	\$0.2496	EVENING
	\$0.2496	NIGHT/WEEKEND

Monthly Access Fee: \$3.78

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SECTION 4 - MAXIMUM RATES, CONT.

4.6 Rate Plan V

This plan is offered to subscribers with call volumes of less than \$200 per month.

<u>MILEAGE</u>	<u>EACH 30 SECONDS</u>	<u>RATE PERIOD</u>
All Mileage Bands	\$0.1566	DAY
	\$0.1404	EVENING
	\$0.1404	NIGHT/WEEKEND
Monthly Access Fee:		\$3.78

4.7 Rate Plan VI

This plan is offered to subscribers with call volumes of more than \$200 per month.

<u>MILEAGE</u>	<u>EACH 30 SECONDS</u>	<u>RATE PERIOD</u>
All Mileage Bands	\$0.1392	DAY
	\$0.1248	EVENING
	\$0.1248	NIGHT/WEEKEND
Monthly Access Fee:		\$3.78

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SECTION 4 - **MAXIMUM** RATES-, CONT.

4.8 Time of' Day Periods

The appropriate rates apply for day, evening and night/weekend calls based on the following **chart**:

..	MON	TUES	WED	THUR	FRI	SAT	SUN
8:00 AM TO 5:00 PM*	DAYTIME RATE PERIOD						
5:00 PM TO 11:00 PM*	EVENING RATE PERIOD						
11:00 PM TO 8:00 AM*	NIGHT/WEEKEND RATE PERIOD						

. to, but not including

Calls **are** billed **based on the** rate in effect for the actual time period (s) during which the call occurs. Calls that cross rate **period** boundaries are billed the rates in effect for each portion of the call.

APPROVED FOR FILING

DECISION #: 63625

ISSUED: May 4, 2001

EFFECTIVE: May 4, 2001

By: T.David Jenkins, President
3780 Kilroy Airport Way, Suite 200
Long Beach, California 90806

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DECISION NO. 63625